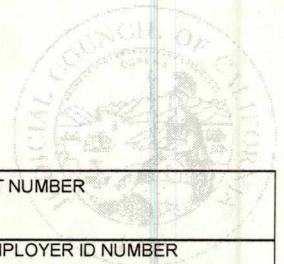




JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
MASTER AGREEMENT AMENDMENT COVERSHEET



AGREEMENT NUMBER MA-301104	AMENDMENT NUMBER 003
	FEDERAL EMPLOYER ID NUMBER 68-0397715

1. This Amendment No. 3 to Master Agreement No. MA-301104 by and between **Transcend Translations** ("Contractor") and the **Judicial Council of California, Administrative Office of the Courts** ("AOC") is made and entered into this **31st day of May 2014** ("Effective Date") in the State of California.
2. All capitalized terms not defined in this Amendment have the meanings given to them in the Master Agreement referenced above.
3. The parties agree to amend the Master Agreement as follows:
 - A. The purpose of this Amendment is to i) Extend Agreement for one additional year, ii) Change The AOC Contract Manager and the AOC Project Manager
 - B. Exhibit B, PAYMENT PROVISIONS, Revision No. 1 is hereby deleted and replaced with the revised Exhibit B, Payment Provision, Revision No. 2 attached here to and incorporated herewith.
 - C. Exhibit C, Section 1, Term, the AOC hereby exercises its option to extend this Master Agreement for the Second Option Term period beginning May 31, 2014 and ending May 31, 2015.
 - D. Exhibit C, MASTER AGREEMENT TERMS AND CONDITIONS, Section 22., paragraphs (a) and (b) are hereby deleted in its entirety and replaced with revised Section 22., paragraphs (a) and (b), attached hereto and incorporated herewith, referencing the new AOC Contract Manager, Stephen Saddler and the new AOC Project Manager, John Larson.
4. Except as provided in this Amendment, all terms and conditions of the original Master Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 3 has been entered into by the parties hereto, effective upon the Effective Date.

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) Transcend Translations
BY (Authorized Signature) <input type="checkbox"/>  5/5/14	BY (Authorized Signature) <input type="checkbox"/>  4/30/2014
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler, Manager, Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING Amy Abramson, Financial Manager
ADDRESS 455 Golden Gate Avenue, 6 th Floor San Francisco, CA 94102	ADDRESS Attn: Amy Abramson, Financial Manager 2043 Anderson Road, Suite C Davis, CA 95616

Amendment No. 3 to Master Agreement No. MA 301104 with Transcend Translations

EXHIBIT B

PAYMENT PROVISIONS

REVISION NO. 2

1. The price schedules for non-rush translation and formatting are set forth below.

Fees for non-rush translations from English to the target language the fees are listed below in Table 1a. In the column "Rate per English Word", pricing is based on a per English word basis (the number of English words in the document prior to translation) except for Plain Language, which shall be on an hourly basis.

Table 1a - Rates For Non-Rush Translating Only [Revised]		
Language Translated To (From English)	Rate Per English Word (Except Plain Language – per hour)	Hourly Rates for Modifications
Plain Language (English)	\$87.50/hr	\$87.50
Armenian (Eastern)	\$0.38	\$87.50
Khmer	\$0.35	\$87.50
Cantonese	\$0.32	\$87.50
Chinese Simplified	\$0.32	\$87.50
Chinese Traditional	\$0.32	\$87.50
Farsi	\$0.38	\$87.50
Hmong	\$0.38	\$87.50
Korean	\$0.32	\$87.50
Mandarin	\$0.32	\$87.50
Punjabi	\$0.43	\$87.50
Russian	\$0.32	\$87.50
Spanish	\$0.25	\$87.50
Tagalog	\$0.32	\$87.50
Vietnamese	\$0.30	\$87.50
Field Testing	\$87.50/hr	\$87.50
List other languages you have experience with (Partial Listing)		
Arabic	\$0.43	\$87.50
French	\$0.27	\$87.50
Hindi	\$0.43	\$87.50
Japanese	\$0.32	\$87.50
Laotian	\$0.43	\$87.50
Portuguese	\$0.27	\$87.50
Romanian	\$0.38	\$87.50
Somali	\$0.43	\$87.50
Thai	\$0.43	\$87.50
Ukrainian	\$0.34	\$87.50

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Fees for non-rush formatting services of translated text so that the finished product resembles the English version shall be priced separately. Fees shall be on an hourly basis and submitted using the Table 1b below.

Table 1b - Rate Per Hour For Non-Rush Formatting Only [Revised]		
Language Translated To (From English)	Hourly Rates for Formatting	Hourly Rates for Formatting Modifications
Plain Language (English)	\$87.50	\$87.50
Armenian (Eastern)	\$87.50	\$87.50
Khmer	\$87.50	\$87.50
Cantonese	\$87.50	\$87.50
Chinese Simplified	\$87.50	\$87.50
Chinese Traditional	\$87.50	\$87.50
Farsi	\$87.50	\$87.50
Hmong	\$87.50	\$87.50
Korean	\$87.50	\$87.50
Mandarin	\$87.50	\$87.50
Punjabi	\$87.50	\$87.50
Russian	\$87.50	\$87.50
Spanish	\$87.50	\$87.50
Tagalog	\$87.50	\$87.50
Vietnamese	\$87.50	\$87.50
Field Testing	\$87.50	\$87.50
List other languages you have experience with (Partial Listing)		
Arabic	\$87.50	\$87.50
French	\$87.50	\$87.50
Hindi	\$87.50	\$87.50
Japanese	\$87.50	\$87.50
Laotian	\$87.50	\$87.50
Portuguese	\$87.50	\$87.50
Romanian	\$87.50	\$87.50
Somali	\$87.50	\$87.50
Thai	\$87.50	\$87.50
Ukrainian	\$87.50	\$87.50

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2. The price schedules for rush and urgent translation and formatting are set forth below in Tables 2a and 2b.

Table 2a - Rate For Rush/Urgent Translating Only [Revised]				
Language Translated To (From English)	Rate Per English Word (Except Plain Language – per hour)		Hourly Rates for Modifications	
	Rush (+25%)	Urgent (+50%)	Rush (+25%)	Urgent (+50%)
Plain Language (English)	\$109.38/hr	\$131.25/hr	\$109.38/hr	\$131.25/hr
Armenian (Eastern)	\$0.48	\$0.57	\$109.38/hr	\$131.25/hr
Khmer	\$0.44	\$0.53	\$109.38/hr	\$131.25/hr
Cantonese	\$0.40	\$0.48	\$109.38/hr	\$131.25/hr
Chinese Simplified	\$0.40	\$0.48	\$109.38/hr	\$131.25/hr
Chinese Traditional	\$0.40	\$0.48	\$109.38/hr	\$131.25/hr
Farsi	\$0.48	\$0.57	\$109.38/hr	\$131.25/hr
Hmong	\$0.48	\$0.57	\$109.38/hr	\$131.25/hr
Korean	\$0.40	\$0.48	\$109.38/hr	\$131.25/hr
Mandarin	\$0.40	\$0.48	\$109.38/hr	\$131.25/hr
Punjabi	\$0.54	\$0.65	\$109.38/hr	\$131.25/hr
Russian	\$0.40	\$0.48	\$109.38/hr	\$131.25/hr
Spanish	\$0.31	\$0.38	\$109.38/hr	\$131.25/hr
Tagalog	\$0.40	\$0.48	\$109.38/hr	\$131.25/hr
Vietnamese	\$0.38	\$0.45	\$109.38/hr	\$131.25/hr
Field Testing	\$109.38/hr	\$131.25/hr	\$109.38/hr	\$131.25/hr
List other languages you have experience with (Partial Listing)				
Arabic	\$0.54	\$0.65	\$109.38/hr	\$131.25/hr
French	\$0.34	\$0.41	\$109.38/hr	\$131.25/hr
Hindi	\$0.54	\$0.65	\$109.38/hr	\$131.25/hr
Japanese	\$0.40	\$0.48	\$109.38/hr	\$131.25/hr
Laotian	\$0.54	\$0.65	\$109.38/hr	\$131.25/hr
Portuguese	\$0.34	\$0.41	\$109.38/hr	\$131.25/hr
Romanian	\$0.48	\$0.57	\$109.38/hr	\$131.25/hr
Somali	\$0.54	\$0.65	\$109.38/hr	\$131.25/hr
Thai	\$0.54	\$0.65	\$109.38/hr	\$131.25/hr
Ukrainian	\$0.43	\$0.51	\$109.38/hr	\$131.25/hr

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Table 2b - Rate Per Hour For Rush/Urgent Formatting Only - [Revised]		
Language Translated To (From English)	Rush Hourly Rates for Formatting and Formatting Modifications (+25%)	Urgent Hourly Rates for Formatting and Formatting Modifications (+50%)
Plain Language (English)	\$109.38	\$131.25
Armenian (Eastern)	\$109.38	\$131.25
Khmer	\$109.38	\$131.25
Cantonese	\$109.38	\$131.25
Chinese Simplified	\$109.38	\$131.25
Chinese Traditional	\$109.38	\$131.25
Farsi	\$109.38	\$131.25
Hmong	\$109.38	\$131.25
Korean	\$109.38	\$131.25
Mandarin	\$109.38	\$131.25
Punjabi	\$109.38	\$131.25
Russian	\$109.38	\$131.25
Spanish	\$109.38	\$131.25
Tagalog	\$109.38	\$131.25
Vietnamese	\$109.38	\$131.25
Field Testing	\$109.38	\$131.25
List other languages you have experience with (Partial Listing)		
Arabic	\$109.38	\$131.25
French	\$109.38	\$131.25
Hindi	\$109.38	\$131.25
Japanese	\$109.38	\$131.25
Laotian	\$109.38	\$131.25
Portuguese	\$109.38	\$131.25
Romanian	\$109.38	\$131.25
Somali	\$109.38	\$131.25
Thai	\$109.38	\$131.25
Ukrainian	\$109.38	\$131.25

2.1 Criteria For Rush / Urgent Surcharges

- Rush Charges: Base Rate plus 25%
- Urgent Charges: Base Rate plus 50%
- Formatting Rush/Urgent Fees are assessed only if the translation is processed on a Rush/Urgent basis.

2.2 For Spanish Only:

- < 5,000 words: 3 – 6 business days (Rush); < 3 business days (Urgent)
- 5,001 – 10,000 words: 6 – 9 business days (Rush); < 6 business days (Urgent)
- 10,001 – 25,000 words: 9 – 15 business days (Rush); < 9 business days (Urgent)
- >25,000 words: Rush/Urgent charges provided upon quote

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2.3 For All Other Languages:

- < 5,000 words: 8 - 11 business days (Rush); < 8 business days (Urgent)
- 5,001 – 10,000 words: 11 - 14 business days (Rush); < 11 business days (Urgent)
- 10,001 – 25,000 words: 14 - 20 business days (Rush); < 14 business days (Urgent)
- >25,000 words: Rush/Urgent charges provided upon quote

3. Minimum Fees

- Spanish: \$87.50
- Tagalog, Vietnamese: \$97.50
- All other languages: \$127.50

4. Fees for Additional Services

- Community Review: \$87.50/hour
- Consultation: \$87.50/hour
- Voice Talent, Language Director or Recording Studio Fees: \$150/hour (each)
- Maximum translation fee for languages not listed (regular turnaround): \$0.45/word; \$250 minimum fee

During the initial two (2) year term, all prices shall remain fixed. The AOC may negotiate price adjustments applicable during the option period(s) and any agreed upon price adjustments will be set forth in a written amendment to this Master Agreement.

Purchasing Group members are exempt from federal excise taxes and no payment will be made for any taxes levied on Contractor's or any subcontractor employee's wages. Purchasing Group members will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. All tax must be included as a separate line item on Contractor's invoice.

Contractor shall not charge nor shall the Purchasing Group members pay any overtime rate.

The fees paid by the Judicial Branch to the Contractor shall be at least as low as those fees charged by the Contractor to its other customers in local and state government that are receiving substantially comparable services at substantially comparable volumes over a similar period of time to the Services provided to the Judicial Branch Group ("Government Contract"). The foregoing comparison shall take into effect total scope, volume, geography (to the extent that geography has a direct effect on the Contractor's actual costs), service levels (when taken as a whole), technology, and assets associated with the services provided by the Contractor in each case and any taxes and transition charges included within the charges for such services. If, during the Term, the Contractor enters into a Government Contract contradicting the foregoing sentence, the Contractor shall (a) give the Judicial Branch immediate notice of any such lower pricing, and (b) offer to the Judicial Branch an immediate adjustment to the terms of this Agreement to reflect such lower pricing. At least once each year during the Term, upon the Judicial Branch's request an officer of the Contractor shall verify to the Judicial Branch that this obligation has not been contradicted by any transaction entered into by the Contractor since the later of the (1) Effective Date and (2) date of the most recent certification provided by the Contractor pursuant to this obligation.

Contractor shall not request nor shall the Purchasing Group members consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.

5. AOC Travel Rate Guidelines

The AOC's policy and limits on reimbursable travel-related expenses are listed below. To be eligible for lodging and/or meal reimbursement, expenses must be incurred in excess of 25 miles from headquarters.

Lodging – Receipts are required and each day of lodging claimed must be listed separately on the reimbursement claim form. Maximum rates are listed below. Exceptions may be considered on a case-by-case basis, and for centrally booked conferences or meetings. Receipts for hotel lodging charges must be on a pre-printed bill head with a zero balance shown. The hotel express check-out or receipt from a third-party provider for lodging booked via the internet are not valid receipts. In some instances, a hotel may decline to issue a receipt on their pre-printed bill head for lodging booked via the internet.

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1. In-state - Actual costs are reimbursable up to a maximum of \$110 per day, plus tax and energy surcharge. Within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, the maximum rate is \$140, plus tax and energy surcharge.
2. Out-of-state - Actual costs are reimbursable with appropriate prior approval.

Meals - Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.

1. Breakfast - Up to \$6
2. Lunch - Up to \$10
3. Dinner - Up to \$18

Meal reimbursement for one-day trips is taxable and reportable income unless travel included an overnight stay. For continuous travel of less than 24 hours, actual expenses up to the above limits may be reimbursable if:

1. Travel begins one hour before normal work hours - Breakfast may be claimed.
2. Travel ends one hour after normal work hours - Dinner may be claimed.
Lunch may not be claimed on trips of less than 24 hours.

Incidental Expenses - Up to \$6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

Transportation - The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
2. Mileage - Personal vehicle mileage is reimbursable at a rate of 50 cents per mile.
3. Employees who earn travel premiums (Frequent Flier Miles/Points) while traveling on official state business may use these travel premiums for their personal use.

Other Business Expenses - Actual cost is reimbursable. Receipts are required for all other business expenses, regardless of the amount claimed.

In the event receipts cannot be obtained or have been lost, a statement to that effect and the reason provided shall be noted in the expense account. In the absence of a satisfactory explanation, the amount involved shall not be allowed. Further, a statement explaining that a receipt has been lost shall not be accepted for lodging, airfare, rental car, or business expenses.

Receipts for telephone or telegraph charges related to court business of \$2.50 or less are not required. However, claims for phone calls must include the place and party called.

END OF EXHIBIT B

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The following list includes provisions incorporated into Exhibit C, MASTER AGREEMENT GENERAL CONDITIONS, Paragraph 22., REQUESTS; COMMUNICATION; NOTICE:

22. REQUESTS; COMMUNICATION; NOTICE:

- (a) All requests, communications and notices concerning this Master Agreement must be made through the AOC Contract Manager. Notice to the AOC must be in writing and be delivered to the AOC Contract Manager at the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested: **[Revised]**

Stephen Saddler, Manager, Business Services *[New]*
Judicial Council of California Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Telephone: 415-865-7989

- (b) Any notice or information that is required to be delivered to the AOC Project Manager will be delivered to the following address:

John Larson, AOC Project Manager *[New]*
Judicial Council of California Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Telephone: 415-865-7589

END OF LIST